

EXHIBIT R

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Best Price Guarantee

Agoda offers the following "Best Price Guarantee". If you have booked an accommodation through Agoda and then show us that you can book the same accommodation for the same dates and conditions at a lower rate that is viewable and bookable on any of these hotel/accommodation booking websites - Booking.com, Trip.com, Ctrip.com, Expedia.com, Priceline, Traveloka, Hotels.com, MakeMyTrip, Goibibo, Orbitz, Yanolja, Goodchoice (Yeogi Eottae), Rakuten, Jalan, Rurubu, Tiket.com and Airbnb, ("Other Platform(s)") we will, at our sole discretion, either match that rate or credit the difference in AgodaCash to your Agoda account.

Submitting a Claim

Please collect the following information before completing the Best Price Guarantee Claim Form (/info/contact.html#htidet10)

- Your Agoda Booking ID.
- The web address of the Other Platform where you found the better rate.
- The name of the hotel/accommodation, city and country.
- Up to three screenshots of the Other Platform in which the room availability, room type, promotion type, and room rate for the required dates of your stay are clearly indicated.

PLEASE NOTE: You don't need to make an actual booking of this lower rate you found on the Other Platform.

A valid Best Price Guarantee Claim Form must be submitted before 11:59 PM of the day before the check-in day (property local time) to claim the Best Price Guarantee.

Terms and Conditions

1. Our "Best Price Guarantee" applies to confirmed bookings only. You must provide us with your Agoda Booking ID in order to make a claim.
2. The following conditions must apply to the lower price submitted:
 - Same property
 - Same check-in and check-out dates
 - Same room and bed type
 - Same or more flexible cancellation and amendment policies
 - The room must be available for instant confirmation at the time Agoda's agent checks availability
 - Same or higher room occupancy (e.g., number of adults, number of children)
 - Same or superior benefits (e.g., breakfast, meal plan, spa inclusion)
 - Same currency
 - Prices must be the final rate including taxes and service fees
3. Best Price Guarantee is offered only for hotel or accommodation bookings. Bookings for Flights, Activities, Combination (i.e., Hotel + Flight) are NOT eligible for Best Price Guarantee.
4. Best Price Guarantee is offered only for the Other Platforms mentioned above. If the lower price you found is not available on one of these aforementioned Other Platforms, Agoda Best Price Guarantee will not apply.
5. Best Price Guarantee is not applicable if the lower price you found was on Agoda.com.
6. Any add-on fee included in a booking is NOT eligible for Best Price Guarantee comparison.
7. Best Price Guarantee does not apply to:
 - a. reservations offering third-party loyalty program rewards, including frequent flyer miles redemption; or
 - b. reward programs or promotional offers included in a booking, such as:
 - i. Cashback rewards;
 - ii. Mileage points;
 - iii. Staff privilege programs;
 - iv. External gift cards;
 - v. Credit card promotions (incl. Paypal and UnionPay);
 - vi. Combination of credit card promotions and PointsMAX;
 - c. unpublished rates such as:

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- i. Private rates;
- ii. Packaged rates;
- iii. Agoda secret deals;
- iv. Hotel rooms sold as part of a travel package;
- v. Rates that are not available to the general public, which include:

- Corporate discount rates
- Group or meeting rates
- Loyalty programs
- Any rates requiring membership (e.g., AAA or AARP rates).

8. Agoda has the right and discretion to determine the validity of any claim, including but not limited to, determining that it is for the same property, room type, or dates, and that it meets all terms, conditions, and claims processing requirements.

9. "Best Price Guarantee" cannot be combined with other offers or promotions.

10. Agoda reserves the right to amend, revise, supplement, suspend or discontinue the "Best Price Guarantee" at anytime.

Any questions regarding claims should be directed to our Customer Service team.

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Shop Safe Policy

The Agoda payment system ensures confidentiality of your personal data and safe use of your credit card for travel transactions. You can supply your credit card details by any one of the following secure methods:

- By using our secure (SSL) online Cardholder Information Form
- Or by telephone, directly to our [Agoda Support Center \(/info/agoda_faq.html\)](#)

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Reservation Guarantee

Reservations secured via Agoda are backed up by our Reservation Guarantee. If your confirmed reservation is not available or cannot be honored by the property, immediately contact our 24/7 Customer Service at the contact number(s) listed in your confirmation email. Our Agoda Customer Support Specialists will seek alternative accommodation at a convenient and comparable property, for your approval.

Should you not approve any alternative accommodation, Agoda will offer a full refund of the price paid for the original accommodation.

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Cancellation Policy

Unless specifically mentioned otherwise in the cancellation policy, agoda does not charge a processing fee for cancellations

Any cancellations received after the cancellation due date specified in the confirmation email (including requests made within this period) are subject to a minimum of a 1 (ONE) night cancellation fee, unless you are notified otherwise in the confirmation email.

Failure to arrive at your hotel will be treated as a late cancellation and will incur a minimum cancellation fee of one (1) night, or more, per room, unless otherwise specified in the confirmation email.

Any changes to your reservation must be made through Agoda and not directly with the hotel. This applies to change of dates, extension of stay, early check out, delay of arrival or cancellation in full or in part. Any problems or questions on your reservation prior to arrival or during your stay at the hotel should be directed to our Agoda Customer Support Specialists. We must be notified of all cancellations within our normal office hours from 08:00-18:00 (GMT+7).

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Claims of Copyright Infringement Policy

Copyright infringement claims will be assessed based on the criteria set forth below. Please refer to the section that applies.

FOR COPYRIGHTS GRANTED BY JURISDICTIONS OTHER THAN THE UNITED STATES:

If you believe in good faith that material or content hosted by us infringes your copyright granted by a jurisdiction other than the United States, you or your agent (the "complainant") may send us a written notice that includes the following information:

- the name and address of the complainant;
- where the complainant is not the copyright owner or exclusive licensee, the name and address of the copyright owner or exclusive licensee;
- where the complainant is not resident in Singapore, the complainant's address for service in Singapore;
- a telephone number, a facsimile number (if any) and an electronic mail address at which the complainant can be contacted;
- sufficient particulars to enable us to identify the copyrighted work allegedly infringed;
- sufficient particulars to enable us to identify and locate the allegedly infringing electronic copy, including the online location of the electronic copy;
- a statement that the complainant requires us to remove or disable access to the electronic copy;
- a statement that the complainant believes in good faith that the electronic copy infringes the copyright in the work identified in paragraph 5 above;
- a statement that the information in the notice is accurate;
- a statement that the complainant is (a) the owner or exclusive licensee of the copyright in the work identified in paragraph 5 above, or (b) is authorized to act on behalf of such owner or exclusive licensee; and
- a statement that the complainant submits to the jurisdiction of the courts in Singapore for the purposes of proceedings under relevant provisions in the Singapore Copyright Act.

The notice must be signed by the complainant and sent to us by registered mail to: Legal Department, Agoda Company Pte. Ltd., 30 Cecil Street, Prudential Tower #19-08, Singapore 049712

We will review and address all notices that comply with the requirements above in accordance with applicable law.

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We suggest that you consult your legal advisor before filing a notice. Also, be aware that you may be guilty of an offence or liable for damages if you make a false claim of copyright infringement.

FOR COPYRIGHTS GRANTED BY THE UNITED STATES:

If you believe in good faith that material or content hosted by us infringes your copyright granted by the United States, you (or your agent) may send us a written notice under the Digital Millennium Copyright Act that includes the following information:

A clear identification of the copyrighted work that you claim has been infringed.

A clear identification of the material you claim infringes the copyrighted work, and information that will allow us to locate that material such as a link to the infringing material.

Your contact information so that we can reply to your complaint, preferably including an email address and telephone number.

A statement that you have a "good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law."

A statement that "the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

The written notice must be signed by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright infringement notifications can be sent to Agoda by mail, email or telephone as follows:

Agoda Company Pte. Ltd.

Attention: IP Counsel

30 Cecil Street, Prudential Tower #19-08, Singapore 049712

legal@agoda.com

+66 2 016 4200

We will not process your notice if it is incomplete. Agoda reserves the right to remove content hosted by us alleged to be infringing without prior notice, at our sole discretion. You may wish to seek legal counsel prior to submitting a copyright infringement notification. You could be held liable for alleging false claims of copyright infringement.

Please note that we may forward the notice of copyright infringement (or information contained therein), as well as the complainant's contact information, to the user who posted the allegedly infringing content. Additionally, if we remove or disable access to the content pursuant to a valid DMCA notice, Agoda will immediately notify the user that the content has been removed or disabled.

It is also the policy of Agoda, in appropriate circumstances and in our sole discretion, to suspend or terminate the accounts of users who are repeat copyright infringers.

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A word about PointsMAX

Through its "PointsMAX" program, Agoda is offering you the opportunity to collect points with certain third party loyalty programs (e.g., miles programs from airlines) which can only be used for selected and eligible Accommodation bookings. Agoda does not apply an additional charge to your booking amount in order for you to collect the third-party loyalty program points. For certain Accommodations, you will be able to select a third party loyalty program from the PointsMAX menu to view offers, next to our usual room offering. If available, you will be offered the choice of a PointsMAX booking that will incur points with your selected third party loyalty program. The points you are earning and the program name are reconfirmed on your booking form and the thank you confirmation message you will receive after making a PointsMAX booking. Points will be posted directly on your third-party program account within 2 to 8 weeks after your check-out date and the use of your PointsMAX will be governed by the terms and conditions of the program account. For the avoidance of doubt, the PointsMAX program does not apply to Travel Products provided on the Platform which are not Accommodations.

Some important notes on all PointsMAX bookings:

- The membership ID of the intended beneficiary of the third party points must belong to the guest staying at the hotel (identified by the lead guest name);
- Any applicable cancellation policy will apply in full to the PointsMAX bookings;
- Only reward points or miles can be collected, not status points or points;
- Cancelled reservations will not earn points, regardless of the financial cancellation conditions;
- Points cannot be exchanged for cash and are not cumulative with other offers;
- The Agoda price guarantee does not apply to PointsMAX bookings; and
- The terms and conditions of the third party loyalty programs will apply to such programs.

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Refund Policy


To request a refund, please contact us through Agoda Help Center (<https://www.agoda.com/info/contact.html>).

- Agoda is committed to providing you with a simple and efficient refund process. Please note that shortening your stay during the high season, periods of high occupancy, during trade fairs and conventions, or failure to cancel your reservation prior to the due date noted on your confirmation may result in a penalty charge being imposed by the hotel. If a penalty charge is incurred, this will be deducted from the amount refunded.
- Your confirmation email will specify the exact cancellation due date which is the deadline you must cancel by in order to avoid any cancellation fee. Generally, the cancellation due date is 14 days prior to arrival at the hotel. The penalty charge is usually one-night stay, unless specified on the confirmation email.
- Unless specifically mentioned otherwise in the cancellation policy, cancellation requests submitted via any of the means above, prior to the due date noted on your confirmation, will normally be refunded 100% of the cost of their stay (Agoda does not charge a processing fee for cancellations) within 10 days of receiving the request. Any cancellation request submitted after the due date noted on your confirmation will also be processed within 10 days, and any applicable penalty charge will be deducted from the amount refunded.
- Shortened stays, in most cases, will be refunded within 10 days, net of any penalty charge applicable, and if you notify us (by any of the means above) prior to shortening your stay, we can expedite the refund process. If however, you notify us after checking out, some shortened stay refunds may take longer because some hotels can be slow to confirm the exact dates of your stay. If your refund is likely to take longer than 10 days to process, we will notify you via email upon receipt of your request.

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Please Note: Many hotels will apply a penalty charge, often equal to one night's stay, to a shortened stay at late notice. Please check the hotel policies carefully.

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About Agoda

Agoda(agoda.com) is an online hotel reservations service which specializes in securing the lowest discount hotel prices in Asia. Agoda is part of Booking Holdings Inc. (Nasdaq:BKNG). Based in Singapore with operations in Bangkok and the Philippines, Agoda's network includes 10,000 hotels in Asia and more than 150,000 worldwide. The staff of 300 professionals provides a first-rate reservation service that uniquely combines local knowledge and local connections to provide the best hotel deals to both business and leisure travelers.

Agoda is a service which links hotel bargain-seekers with travel wholesalers. The partners we have chosen are only the largest, most reputable companies with long-time operations in Asia and worldwide, and are affiliated with the following organizations:

- ASTA (American Society of Travel Agents)
- IATA (International Air Transport Association)
- PATA (Pacific Asia Travel Association)
- HKTA (Hong Kong Tourist Association)
- ATTA (Association of Thai Travel Agents)
- TIC (Travel Industry Council)

Our organization's aim is to be the #1 Internet provider of discount hotel rooms and other travel products. We realize that booking your travel over the Internet is new and all of our efforts are centered around establishing a reputation for quality service and reliability. For this reason we have also established our "Shop Safe and Privacy Guarantee" to enable you to use our service with confidence.

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AgodaCash Rewards Terms and Conditions

INTRODUCTION

The following provisions form the basis of the AgodaCash Rewards Program ("Program"). These provisions are intended to govern the relationship between you as a participant in the Program and Agoda Company Pte. Ltd. ("Agoda") as operator of the Program. Your participation in the Program and use of AgodaCash will be governed by these provisions, and it is your responsibility to read and understand all of them.

AGODACASH

AgodaCash is typically accorded to you at Agoda's discretion when you make a booking with Agoda for loyalty or goodwill purposes. For the avoidance of doubt, Agoda has no obligations to accord AgodaCash for every booking made through the Site. Agoda has sole and absolute discretion to determine the amount of AgodaCash to be accorded to a booking, if at all.

AgodaCash may be rewarded by Agoda to persons who have or will be registered with Agoda via the Site. The total number of AgodaCash accorded shall be determined by Agoda in its sole and absolute discretion. In determining such value Agoda may give regard to criteria including but not limited to a user's booking history with Agoda, the types of accommodation booked, and the user's location.

AGODACASH USE AND REDEMPTION

AgodaCash is not legal tender, has no cash value and is not redeemable for cash. AgodaCash also cannot be transferred, resold, or exchanged. No fees are associated with the redemption of AgodaCash.

Although AgodaCash is described as being equivalent to certain fiat currencies (e.g., US Dollars), such description is purely for your convenience. The fiat currency amount is merely to provide an "indicative value" of what may be redeemed with AgodaCash, the respective AgodaCash values are not pegged to the fiat currencies and the "indicative value" is subject to change at the discretion of Agoda. Agoda shall not be held liable for any variances resulting from bookings that are paid in a currency. Agoda may cancel the value of AgodaCash at its discretion and holders of AgodaCash have no claim against Agoda for the "indicative value" or for any other monies.

AgodaCash can only be redeemed directly with or through Agoda Company Pte. Ltd. at agoda.com and Quantum Growth Network Information Technology (Shanghai) Co., Ltd., at agoda.cn, for accommodation service bookings listed on these websites. For the avoidance of doubt, AgodaCash is solely issued by Agoda Company Pte. Ltd. (a Singapore company).

For the avoidance of doubt, AgodaCash cannot be obtained for bookings made on other platforms or redeemed on those platforms. As a user, you will not be able to redeem AgodaCash directly with the Accommodations; redemption is limited to the Sites. You can redeem your AgodaCash for an accommodation covered in the Program that is displayed on the Sites. The booking process will clearly show if AgodaCash is able to be redeemed for a specific accommodation. Agoda shall not be held liable for any changes that may result in the cancellation of a participating accommodation from the Program. For the avoidance of doubt, AgodaCash cannot be redeemed for bookings of Travel Products offered in India or from Suppliers in India.

When redeeming accumulated AgodaCash, you will have the option to either partially redeem accumulated AgodaCash or elect for full redemption. The balance of unredeemed AgodaCash can be checked and accessed at any time on your AgodaCash page. Unless expressly permitted in the relevant terms, AgodaCash cannot be used in combination with any other Promotions, offers, programs, or rewards.

Accommodation(s) reserved through redemption of AgodaCash in whole or part of the booking value shall be subject to the tariff, contract and accommodation policies of the accommodation reserved. AgodaCash can only be redeemed for qualifying published rates up to the full booking value, but not for free accommodation, rentals or tickets, industry discounts, group rates, special Promotional rates, or special programs. AgodaCash cannot be applied to any credit card surcharges in respect of the accommodation reserved.

Agoda reserves the right, on a case by case basis, to deactivate or deduct your AgodaCash, as appropriate.

If you cancel a refundable booking at a participating accommodation that is paid in full or in part through redemption of your AgodaCash, the AgodaCash redeemed may be re-issued to you with its original expiration date. If the AgodaCash redeemed for the said refundable booking had expired prior to the cancellation, it will not be re-issued to your AgodaCash account.

AgodaCash that has been redeemed on a non-refundable booking at a participating accommodation will not be re-issued to your account under any circumstances.

AgodaCash cannot be redeemed to pay or offset any cancellation fee.

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VALIDITY AND EXPIRATION OF AGODACASH

Generally, AgodaCash issued will be valid until fully redeemed or unless terminated by Agoda in accordance with these terms and conditions but in no event will issued AgodaCash be valid for a period exceeding five (5) years. If AgodaCash is issued to you with an expiry (expiration) date, then the particular allotment of issued AgodaCash shall expire as of the expiry date stated. AgodaCash cannot be reused once it is fully redeemed, on and from the expiry date specified (including for a period after five (5) years from its issue date) or upon earlier termination of the AgodaCash in accordance with these terms and conditions and further, any unredeemed AgodaCash as of the expiry or termination date will be rendered void and thereafter cannot be redeemed or reused. Should you fail to redeem any AgodaCash by the expiry date, you will (i) forfeit the balance of your account, (ii) waive any and all rights relating to the AgodaCash, and (iii) discharge and relieve Agoda of all further payment obligations and from any liability with respect to the AgodaCash balance or any corresponding value in cash however arising. Agoda will retain such expired amounts.

MODIFICATIONS, RESTRICTIONS, TERMINATION ETC

AgodaCash, the Program, and its benefits are offered at the discretion of Agoda who has the right to terminate the Program or to change the Program rules, these terms and conditions, benefits, conditions of participation or AgodaCash limits, in whole or in part, at any time, with or without notice, even though changes may affect the ability to redeem any AgodaCash already granted. To the extent permitted by applicable laws, Agoda may, among other things, withdraw, limit, modify or cancel any special offers; increase the amount of AgodaCash required to redeem for any accommodation reservation made through the Site; modify, suspend or regulate the transferability of AgodaCash; add an unlimited number of blackout dates; or limit the number of accommodation reservations available on any or all properties participating on the Site; or otherwise make changes to the Program at its discretion or as may be required by law or regulation. AgodaCash holders may not rely upon the continued availability of AgodaCash.

Participation in the Program is subject to these terms and conditions set out herein and as Agoda may, at its discretion, adopt from time to time. Agoda has the sole right to interpret and apply the Program in accordance with these terms and conditions. Any failure to follow the terms and conditions set out herein, any abuse of Program privileges, any conduct detrimental to the interests of Agoda, or any misrepresentation of any information furnished to Agoda or its affiliates by any participant in the Program, or anyone else acting on your behalf, may result in the termination of your AgodaCash or any other benefits, in whole or in part.

PROHIBITION OF SALE OR BARTER OF AGODACASH

The sale or barter of AgodaCash is expressly prohibited. Any AgodaCash transferred, assigned, or sold (unless expressly allowed under these terms and conditions) in contravention of the Program and these terms and conditions, in addition to exposing you to the penalties otherwise associated with violations in general, may be confiscated or cancelled in whole or in part.

Accommodation reservations that have been acquired by purchase, barter, or other conduct in contravention of the Program and these terms and conditions may result in the cancellation of the reservations, denial of entry to the accommodation with respect to the guest's name the reservation is held under, and, at the discretion of Agoda, completion of the accommodation stay may be completed upon payment of the applicable rate.

GENERAL

The Program is maintained for the benefit of Agoda's users only. Any bookings made using AgodaCash (whether redeemed partially or in full) shall be subject to the Agoda Terms of Use. You are not allowed to transfer your AgodaCash to another user's Agoda account. Agoda reserves the right to audit AgodaCash held or used by you at any time for compliance with the Program, these terms and conditions or to identify unusual transaction patterns, without notice. In the event that an audit reveals discrepancies, fraud, abuse or other violations, the processing of AgodaCash redemption requests may be delayed pending completion of the audit. In certain cases (e.g., fraud including but not limited to the opening of fake or fictitious accounts for illegal purposes), Agoda reserves the right to cancel the AgodaCash accorded to you and your Agoda account. Further, in the case of fraud (actual or suspected) or where suspicious activity is identified by Agoda in the case where AgodaCash is transferred or shared in contravention of these terms and conditions, Agoda may in its sole and absolute discretion suspend or block the relevant AgodaCash or relevant account.

You hereby warrant that your use of AgodaCash does not and will not violate any anti-money laundering laws and regulations (including but not limited to the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap. 65A) and Terrorism (Suppression Of Financing) Act (Cap. 325) as amended from time to time), the US Bank Secrecy Act (31 USC 5311) and its regulations, or any other applicable laws, regulations, or rules. Further, you render Agoda free and harmless from any liability whatsoever which may arise from your violation of any anti-money laundering laws and regulations, not limited to the aforementioned.

AGODACASH HAS NO VALUE OUTSIDE OF THE PROGRAM. AGODA MAY REVOKE AGODACASH AT ANY TIME IN THE MANNER SET FORTH HEREIN. AGODACASH IS NOT TRANSFERABLE UPON DEATH, AS PART OF A DOMESTIC RELATIONS MATTER, OR OTHERWISE BY OPERATION OF LAW. RISK AND TITLE WILL PASS TO THE HOLDER OF THE AGODA ACCOUNT UPON DELIVERY OF THE AGODACASH. AGODA WILL NOT BE HELD RESPONSIBLE FOR ANY LOSS OR DAMAGE OF WHATEVER NATURE IN CONNECTION WITH (I) THE LOSS OR THEFT OF YOUR AGODACASH OR USE OF YOUR AGODACASH WITHOUT YOUR PERMISSION, AND (II) ANY DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS, LOSS OF PROFIT OR DAMAGE THAT YOU MAY SUFFER OR HAVE SUFFERED BY REASON OF THE USE OR FAILURE OR INABILITY TO USE AGODACASH PROPERLY, FINANCIAL OR OPERATIONAL FAILURE OF AGODA OR THE SITES, FRAUD, COUNTERFEITING AND THEFT OF AGODACASH.

The personal information that is collected from you in connection with the Program will be used in accordance with the Agoda Privacy Policy (<https://www.agoda.com/info/agoda-privacy.html>) and be subject to applicable data protection laws. Information submitted by you may be transferred to and from an Accommodation to facilitate your participation in the Program. To learn how this information may be used by an Accommodation, please refer to their privacy policy.

Agoda reserves the right to disallow redemption of AgodaCash for any user who uses the Program in a manner inconsistent with these terms and conditions or as against any applicable laws and which may result in the loss of AgodaCash. In addition, Agoda shall have the right to take appropriate administrative and/or legal action against the customer, including criminal prosecution, as it deems necessary in its sole discretion.

Any attempt by any person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and should such an attempt be made, Agoda reserves the right to seek damages from any such person to the fullest extent permitted by law. Agoda's failure to enforce any of these terms and conditions shall not constitute a waiver of that, or any other, provision.

All questions or disputes regarding an individual's eligibility for the Program, the redemption of AgodaCash, or compliance with these terms and conditions will be resolved by Agoda in its sole discretion.

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If any provision of these terms and conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these terms and conditions, which will otherwise remain in full force and effect.

Agoda will not be liable or responsible in any manner for any tax consequences that may result from your participation in the Program. You are solely responsible for the payment of all taxes payable, and benefits acquired as a result of your participation in the Program and redemption of any AgodaCash and for all applicable filing and reporting obligations. Please consult your tax advisors regarding the use and redemption of AgodaCash, if necessary.

These terms and conditions shall be construed in accordance with the laws of Singapore irrespective of your location at any point in time. The courts of Singapore shall have exclusive jurisdiction over any matter associated with these terms and conditions.

ADDITIONAL INFORMATION

Thank you for having read these terms and conditions about the Program. For additional information regarding AgodaCash, refer to our FAQs on the Site.

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Agoda Cashback Rewards Program

By making a booking under which you may be eligible for Cashback Rewards through the Platform, you shall have agreed to and accepted these terms and conditions ("Cashback Rewards Terms") and the Agoda Platform and Booking Terms of Use ("Terms"). Therefore, please take a few minutes to read them.

Cashback Rewards Terms

1. These Cashback Rewards Terms apply only in respect to the Cashback Rewards and operate in addition to the Terms. In the event of a conflict between these Cashback Rewards Terms and the Terms, these Cashback Rewards Terms will apply. Promocodes for Cashback Rewards will also be subject to these Cashback Rewards Terms in addition to Clause 12 of the Terms.
2. Unless otherwise defined in these Cashback Rewards Terms, capitalised terms used herein shall have the meaning provided in the Terms
3. These Cashback Rewards Terms govern the relationship between Agoda and you, a booker who has made a booking which is eligible for a Cashback Reward on the Platform.
4. The Cashback Rewards offer you the cashback value displayed on your booking form subject to all of the following conditions being met:
 - i. you hold a valid Agoda Account;
 - ii. you will not resell any Travel Products booked through our Platform;
 - iii. you have successfully paid the total price due (pre-cashback price) for your stay either to Agoda or at the Accommodations;
 - iv. you have checked-in and completed your stay at the Accommodations, as booked; and
 - v. you accurately provide Agoda, via a form, with the necessary details for Agoda to process the Cashback Rewards to your preferred account ("Cashback Information") before the Expiry Date (as defined in Clause 7 below). Agoda will make the form available to you on your Earn Date, to process the Cashback Reward

You may be required to download Agoda mobile application to redeem the Cashback Rewards.

For the avoidance of any doubt and without prejudice to any Clauses below, if any of the above conditions are not met, you will not be eligible to request and receive the Cashback Rewards.

5. Please note that the Cashback Rewards, being a loyalty gift from Agoda (alone or jointly together with our affiliate partners) to you as a valued booker, is at and shall remain at all times in Agoda's sole and absolute discretion. You understand and accept that Agoda will not at any time and in any circumstances accept or incur any obligation to you in respect of the Cashback Rewards (and any promotions or promo codes in connection with the Cashback Reward), and you will not have any claim against Agoda at any and all times and in any and all circumstances in respect of the Cashback Rewards (and any promotions or promo codes in connection with the Cashback Reward). Agoda reserves the right to discontinue the Cashback Rewards at any time following which you will not be eligible to request and receive any further Cashback Rewards (including any Cashback Reward in respect of which the Earn Date (as defined in Clause 7 below) has been reached) whether by way of set-off or otherwise, save for any Cashback Reward which you have already requested by way of submission of the Cashback Information. Without prejudice to anything in this Clause 5, you hereby unconditionally release, discharge and relieve Agoda of all payment obligations and from any liability with respect to the Cashback Reward. Agoda's willingness to offer the Cashback Rewards shall be strictly in reliance of and on the basis of these Cashback Reward Terms, including this Clause 5, at all times and under all circumstances.

6. Without prejudice to Clause 5, Agoda may, from time to time, make changes to Cashback Rewards and amend these Cashback Rewards Terms at its sole discretion or as may be required by applicable law or regulation. Participation in the Cashback Rewards is subject to these Cashback Rewards Terms set out herein and as revised from time to time. Depending on your location or the location of the Accommodations, the Cashback Rewards Terms may differ or the Cashback Rewards may not be available.

7. You will be notified when you are able to request your Cashback Rewards from Agoda; this will take up to 60 days after the day you check-out from the Accommodation ("Earn Date"). From your Earn Date, you will have 120 days (or more as determined by Agoda from time to time) to provide the required Cashback Information to Agoda ("Expiry Date"). Agoda may proceed to process and transfer the Cashback Rewards to the card or banking details provided by you. "Days" shall refer to calendar days. The status of your Cashback Rewards can be viewed on your Agoda Account.

8. Agoda reserves the right to terminate and/or reject your Cashback Rewards eligibility or request if (i) you did not check-in and complete your stay (ii) any fraud or alleged fraud (both booking and Cashback Rewards fraud) (iii) your country of residence is, or you are a citizen of a sanctioned country, or you are a sanctioned person (iv) the Cashback Rewards transfer is not permitted by your selected account or (v) the requested Cashback Rewards transfer exceeds the maximum amount permitted by your selected account. In the event Agoda terminates and/or rejects your Cashback Reward eligibility or request, it shall be deemed that you have not fulfilled the obligations of Clause 4 and you are not eligible to be gifted the Cashback Reward.

9. In the event your cashback gift, or the execution thereof, contravenes the Cashback Rewards Terms, local laws and regulations, sanction regulations, is used for fraudulent purposes or money laundering, then Agoda reserves the right to terminate and/or reject your Cashback Rewards eligibility or request, in its sole discretion.

10. You are responsible for requesting your Cashback Reward from Agoda and providing valid Cashback Information before the Expiry Date. If Agoda does not receive your Cashback Information before your Expiry Date.

- i. It shall be deemed that you have not fulfilled the obligations of Clause 4 and you did not and will not have a claim against Agoda.
- ii. In the event you are considered to have a claim you will (i) forfeit the cashback reward, (ii) waive any and all rights relating to any actual or potential claims or liabilities against Agoda in connection with the Cashback Reward, and (iii) unconditionally release, discharge and relieve

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Agoda of all further payment obligations from any liability with respect to the Cashback Reward.

11. Options to receive the Cashback Rewards (subject to availability): There are 3 options to receive the Cashback Rewards and you may only choose 1 out of the 3 options:

- i. Credit card or debit card: Currently, Agoda only supports Visa and Mastercard as valid credit card and debit cards to which payments of Cashback Rewards may be processed. Cards accepted by Agoda are subject to change without prior notice. Agoda is not obligated to draw on the card information (if provided) and any other information available in your Agoda Account to pre-fill or complete the Cashback Information for you. Subject to applicable laws, or promotions, the account details provided in your Cashback Information does not have to match the card details linked to your Agoda Account or the card used to pay for your booking. You represent and warrant that the Cashback Information you provide to us in respect of which you request to receive your Cashback Rewards relates to a valid credit or debit card belonging to you.
- ii. Bank account transfer: You represent and warrant that the Cashback Information you provide to us in respect of which you request to receive your Cashback Rewards relates to a valid bank account belonging to you. Agoda will execute payment of the Cashback Rewards to the bank account provided in your Cashback Information, such act shall discharge Agoda from any and all payment obligations to you. Please contact your bank for information on settlement of the funds into your account (e.g. timing). Do note that there may be a minimum and maximum transfer amount associated with your currency and corporate bank accounts might not be supported.
- iii. Pay For Accommodation: When you choose the Pay For Accommodation feature, you may apply the Cashback Rewards that you are eligible to receive from your previous booking(s) to set-off the amount payable for a future booking. E.g. if you apply USD 20 Cashback Rewards you receive from your first booking and your future booking is USD 180, then you will only be charged USD 160 i.e. USD 180 – USD 20 = USD 160. You understand and accept that Agoda has sole and absolute discretion to decide if you are eligible to apply the Cashback Rewards to set-off for a future booking and as such, to determine the amount of Cashback Rewards to be set-off. For the avoidance of doubt, Cashback Rewards cannot be redeemed for bookings of Travel Products offered in India or from Suppliers in India. In the event of any cancellation and/or amendment of your future booking, any Cashback Rewards that have been applied shall not be refunded to you but it may be refunded to you in the form of AgodaCash with an expiry of 30 days from the time it gets refunded to your AgodaCash account. In such an event, the AgodaCash Rewards Terms and Conditions shall apply. For the avoidance of doubt, the Cashback Rewards used to set-off the amount payable for a future booking do not reduce a reference sell rate between Agoda and its participating properties or third party suppliers and are merely a subsidy from Agoda to you for your future booking.

12. You shall be responsible for all transaction fees and charges including but not limited to exchange rate fees (if any) on the payments of the Cashback Rewards processed to your account and you allow the payment provider to directly deduct the fees and charges payable against the Cashback Rewards. For the avoidance of doubt, such fees are not charged by Agoda but are charged by a payment provider or your bank directly to you, and such fees and charges are not in consideration for any Agoda services.

13. Any failure by you to follow the Cashback Rewards Terms, any abuse of the privileges provided herein, any conduct detrimental to the interests of Agoda, or any misrepresentation of any information furnished to Agoda or its affiliates by you or anyone else acting on your behalf, may result in the termination of your rights and privileges granted herein or any other benefits, in whole or in part.

14. You hereby represent and warrant that your use of the Cashback Rewards does not and will not violate any anti-money laundering laws and regulations (including but not limited to the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992 and Terrorism (Suppression Of Financing) Act 2022 as amended from time to time), the US Bank Secrecy Act (31 USC 5311) and its regulations, or any other applicable laws, regulations, or rules. Further, you hereby agree to indemnify and render Agoda free and harmless from any liability whatsoever which may arise from your violation of any anti-money laundering laws and regulations, not limited to the aforementioned.

15. The personal information that is collected from you in connection with the Cashback Rewards will be used in accordance with the Agoda Privacy Policy (<https://www.agoda.com/info/agoda-privacy.html>), the Terms of Use (<https://www.agoda.com/info/termsofuse.html>) and be subject to applicable data protection laws.

16. Any cashback amount received by you through any options are inclusive of taxes, including without limitation any sales taxes and indirect or similar taxes (if any). You acknowledge and understand that tax may be applicable on any cashback amount received by you. You will be solely responsible for any taxes (including, without limitation, your own personal income tax and indirect or similar taxes, if any) due on the value of any cashback amount, and for remitting all such taxes payable in accordance with applicable law. Agoda reserves all rights to deduct applicable withholding tax and other taxes, if any, from the cashback amount. For the avoidance of doubt, Agoda will not account for any taxes that are related to any cashback made available or given to you under these Cashback Rewards Terms. If and when applicable, you will satisfy all applicable withholding, reverse charge, tax invoicing, deduction, or equivalent obligations as required by any applicable law.

17. These Cashback Rewards Terms are governed by Singapore law and any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) the Cashback Rewards Terms; ii) the Cashback Reward; or iii) advertisements, promotions or oral or written statements related to the Cashback Reward; no matter how described, pleaded or styled, shall be subject to the exclusive jurisdiction of the Singapore courts. The Contracts (Rights of Third Parties) Act 2001 does not apply.

18. The original English version of these Cashback Rewards Terms may be translated into other languages. The translated version of these Cashback Rewards Terms shall be for reference purposes only. In the event of a dispute about the contents or interpretation of these Cashback Rewards Terms, the English version shall prevail and be conclusive and binding. The English version shall be used in legal proceedings.

Agoda Refer-a-Friend Program

Last updated December 2019

Overview

- The Refer-a-Friend Program (the "Program") offers you the opportunity to earn rewards by referring friends to make bookings on Agoda's mobile applications (each an "App") using a unique identifier encoded in an online link provided to you by Agoda (the "Link"). The Program is run by Agoda Company Pte. Ltd., 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712 ("Agoda").
- The Program terms and conditions supplement (a) our Terms of Use (<https://www.agoda.com/info/agoda-termsofuse.html>), which governs your use of our platform, (b) our AgodaCash terms, which govern how you accumulate and redeem AgodaCash, and (c) our Privacy Policy (<https://www.agoda.com/info/agoda-privacy.html>), which explains how we collect and process personal data (collectively the "Terms"). Your use of the Link will indicate that you have accepted the Terms and agree to be bound by them under a contract with Agoda.
- The Program runs from 1 April 2019 to 29 February 2020.
- Agoda will launch a campaign under the Program from time to time, each with specific start and end dates (each individually a "Campaign Period").
- During each Campaign Period, Agoda will provide participants with the Link relevant to that Campaign Period. Each campaign starts and ends on specific dates as follows:
 - Campaign 1 runs from 1 April 2019 to 7 June 2019.
 - Campaign 2 runs from 8 June 2019 to 25 June 2019.
 - Campaign 3 runs from 9 July 2019 to 31 July 2019.
 - Campaign 4 runs from 1 August 2019 to 31 August 2019.

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- Campaign 5 runs from 1 December 2019 to 29 February 2020 and is only valid for those accessing the Link from an Australian IP address and residing in Australia.
- The Program cannot be combined with any other incentive or promotion offered by Agoda. By referring a friend through the Link, you waive all rights to compensation or rewards for the referral offered by Agoda under any other program.
- The Program is only for personal, non-commercial purposes.
- Agoda may suspend or end the Program or end the Campaign Period at any time by posting a message on the platform or by sending a message to the email address associated with your Agoda account.
- Agoda does not guarantee that the Link will operate error-free, without interruption, or that it is compatible with all systems and networks.

Participant's Eligibility

- Participation in the Program is by invitation, optional, and subject to eligibility criteria determined by Agoda from time-to-time in our sole discretion.
- To participate in Program, you must:
 - be a natural person;
 - not be a resident of the United States of America;
 - not be current Agoda's employees or directors (including those of Agoda's subsidiaries);
 - have an active Agoda account under your name; and
 - not otherwise be disqualified.
- We may require that you provide additional information and documents to confirm that you meet the Program's eligibility requirements, and that you update the information and documents if they change during your participation in the Program.
- Agoda may suspend or end your participation in the Program immediately and without notice if we believe you have violated any of these Terms or that you are using the Program to engage in or facilitate illegal activities.

Referred Friends

- To qualify as a referred friend under the Program, the person you refer must:
 - be a natural person;
 - not have previously made a booking on Agoda's platform (whether it is Agoda's website, application or any other form); and
 - not be the referrer himself/herself, the referrer's spouse, or a person who lives at the same address as the referrer.

Eligible Bookings

- Subject to the Terms, you will accumulate referral rewards in a form of AgodaCash("Referral Rewards") when a friend you have referred ("Referred Friend") makes an Eligible Booking as defined below.
- An "Eligible Booking" is a booking via the Link on the App during one of the Campaign Periods and meets the following criteria:
 - The booked room and selected rate were identified as "*Promotion Eligible*;"
 - The booking was fully paid in advance using the *Pay Now* payment option;
 - The booking has a check-out date within 15 days after the last day of the Campaign Period;
 - The booking has a minimal booking value (including taxes and fees) of:
 - USD 30 for bookings made up to 8 June 2019
 - USD 90 for bookings made from 9 June 2019 to 30 June 2019
 - USD 30 for bookings made from 1 July 2019 onwards
- The booking resulted in an actual stay.
- You may earn Referral Rewards from a maximum of 5 Eligible Bookings.

Referral Rewards

- The amount of Referral Rewards awarded for each Eligible Booking is calculated by Agoda in its sole discretion, and may vary for each Eligible Booking depending on various factors, including the date the Link is generated, the date the Link is used to make an Eligible Booking, the value of the Eligible Booking, the location of the accommodation, and the date of the stay.
 - The Referral Rewards for an Eligible Booking made in Campaign 1 is up to USD 10.
 - The Referral Rewards for an Eligible Booking made in Campaign 2 is up to USD 30.
 - The Referral Rewards for an Eligible Booking made in Campaign 3, Campaign 4 and Campaign 5 is up to USD 10.
- Referral Rewards will be credited to your Agoda account within 45 days after the departure date of the Eligible Booking.
- Referral Rewards accumulated under the Program may not be exchanged for cash or other products.
- Referral Rewards are not transferable.

Your referrals

- You may only send the Link to people with whom you have an existing relationship, and whom you reasonably believe will be interested in booking accommodations with Agoda during the Campaign Period.
- You must not publish or distribute the Link publicly, post it in forums or on sites that you do not operate directly, nor use it in or for paid promotions or advertisements.
- When you refer a person, you must inform them that you are participating in the Program and may receive rewards from Agoda for the referral.
- You must not hold yourself out as an employee, agent, or a person who is acting on behalf of or authorized to represent Agoda.

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- You must not use Agoda's name or logo without Agoda's prior written permission.
- You must not contact people who have asked not to be contacted.
- You are responsible for knowing which laws and regulations apply to your participation in the Program, including privacy and data protection laws, and for complying with them.

Compliance statement

- By participating in the Program, you confirm that:
 - your participation in the Program is not prohibited by law;
 - you will comply with applicable laws and Agoda policies while participating in the Program; and,
 - your participation in the Program will not create a potential conflict of interest with any other obligations on you, conflict with any obligations to other person; and,
 - you are not subject to economic or trade sanctions, or equivalent restrictions, that prohibit Agoda from making payments to you.
- You must not engage in bribery or corrupt practices by making (or offering to make) any payment, gift or a transfer of anything of value to, or for the use of, any of the persons or entities listed below to induce the recipient to do (or omit to do) an act in violation of their lawful duty, to obtain or retain business, or to secure an improper advantage, or to induce the improper performance of a relevant function or activity with regard to any activity contemplated by these Terms:
 - a public official or employee (including an employees of a government-owned entity);
 - a political party (including any official of or candidate for);
 - a commercial party, person or entity; or,
 - an intermediary for payment to any of the foregoing.
- Any attempt to breach these Terms or to circumvent your obligations or the eligibility requirements for referred friends and eligible bookings will disqualify you from participating in the Program and you will forfeit all rewards accumulated under the Program and Agoda may close your user account.

Taxes

- Depending on where you live, we may require you to provide us with information and documents related to your status as a taxpayer and we may be required to submit information about you, including the rewards you accumulate under the Program, to tax authorities.
- You are solely responsible for knowing and following income reporting rules that apply to the rewards you accumulate, and for making any tax payment required arising from them.

Indemnity

- You will indemnify Agoda for all damages, costs, and losses (including reasonable lawyer and professional service fees) that arise from your actions, including negligence and intentional misconduct, with respect to your participation in the Program.

Exclusion and Limitation of Liability

- Agoda will not be liable under these Terms for any indirect or punitive damages, even if we are informed in advance of the possibility of the damages.
- Agoda's total aggregate liability to you under these Terms will not exceed \$10 USD.

Miscellaneous

- Agoda may amend these Terms at any time by publishing a message on our Platform or sending a notice to the email address associated with your Agoda account. If you do not agree with the changes, you must stop participating in the Program. Continuing to participate in the Program, including continuing to use the Link, after the changes are publishes will indicate your acceptance of them.
- You cannot assign or transfer any rights or obligations under these Terms to another person.
- The unenforceability of any right or obligation under these Terms will not affect other rights and obligations arising under them.
- Your participation in the Program does not establish an employment or agency relationship with Agoda, and you waive all rights to claim any benefit Agoda provides to its employees. Agoda will not carry insurance under which you may seek coverage or compensation.
- These Terms are not intended to grant rights to third parties and the *Contracts (Rights of Third Parties) Act (2001)*(Cap. 53B) does not apply.
- Only the English language version of these Terms will be used to interpret their meaning. Any translation in a different language is for reference purposes only.
- These Terms will be governed by Singapore law and any proceeding to assert a right or enforce an obligation under them must be started in the courts of Singapore.

Phone Number Log-in Feature

If you intend to use your phone number to sign up or log-in to your agoda.com user account, you must provide an SMS-capable phone number to receive one-time password ("OTP") codes from Agoda. You'll use these codes to verify your identity.

Carrier charges may apply for receiving the text messages that provide OTP codes. Please contact your mobile carrier for further information.

Sign up for an Agoda account using a phone number

1. Provide an SMS-capable phone number.
2. Enter the OTP sent to your phone via SMS.
3. Create your account password, and you're all set.

Log in to your Agoda account using a phone number

1. You can use your verified phone number and password combination to log in to your Agoda account.
2. If you forget your password, you can reset it either by your email (a link will be sent to your inbox) or by your phone number (an OTP will be sent to your phone via SMS).

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If you are using a debit card issued by an Australian bank and your debit card supports two networks (i.e., eftpos and a card network), Agoda or our designated payment gateway will decide which network processes your payment. Rest assured, your payment will only be processed through the domestic eftpos network or your card network.

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Under the Agoda Host to Traveler Referral Program, hosts who have properties listed on the Agoda Homes platform ("Referrer-Hosts") are invited to earn AgodaCash credits towards future bookings ("Referral Rewards") on Agoda by referring first time guests on Agoda Homes properties ("Referees"). The following Agoda Host to Traveler Referral Program terms apply to the Referrer-Hosts and Referees participating in the Agoda Host to Traveler Referral Program ("Participants").

Agoda may suspend, terminate or change the terms and requirements of the Agoda Host to Traveler Referral Program at any time and for any reason. Any Referral Rewards or coupons already earned in accordance with the Agoda Host to Traveler Referral Program terms before such change, suspension or termination, will be honored.

INFORMATION ABOUT THE REFEREE

By taking part in the Agoda Host to Traveler Referral Program, the Referee acknowledges that Agoda may at its sole discretion, share the Referee's first name, and status of the Eligible Reservation in the Referrer-Host's user email to inform the Referrer-Host about the status of the earned Referral Reward. Agoda will not share the accommodation name or specific check in/check out dates. If you do not want the Referrer-Host to receive the information about you, please do not finalize the reservation after having clicked on the Referral Link. Your participation in the Agoda Host to Traveler Referral Program will be stopped.

REFERRAL REWARD

- A Referral Reward can be earned as follows:
 - The Referrer-Host shares the referral link as provided in the invitation to participate in the Agoda Host to Traveler Referral Program (the "Referral Link").
 - The Referee creates an Eligible Reservation on the Agoda Homes platform by clicking on the Referral Link;
 - The Referee must not have made a booking for accommodation on Agoda Homes before;
 - The stay of the Referee as part of the Eligible Reservation is completed and confirmed by the booked accommodation to Agoda. Any outstanding payments due to either Agoda or the accommodation must be settled in full before the Referrer-Host can receive the Referral Reward;
 - The Referrer-Host has created an Agoda user account to obtain the Referral Reward; and
 - Referrer-Hosts and Referees must at all times be different persons.
- A reservation is considered an "Eligible Reservation" when:
 - it has been made by clicking on the Referral Link;
 - it is made in respect of accommodations listed under the Agoda Homes platform, that are presented by "Agoda Homes" badge and/or pink stars and have one of the following accommodation types: homes, apartments, private villa, bungalow;
 - it must have the minimum total value (excluding taxes and/or charges) indicated in the referral invitation, accompanying promotional materials, Agoda website or Agoda mobile application. This minimum total value may change based on currency fluctuations;
 - the reservation is made between 1 March 2019 to 30 April 2019 for stays which occur and complete between 1 March 2019 to 30 June 2019; and
 - it is made in respect of Agoda Homes accommodations that are not managed by Referrer-Host
- A reservation will not be considered an Eligible Reservation and therefore no Referral Rewards will be earned, if (1) the Referrer-Host is the host, (2) the reservation is cancelled at any time, or (3) the reservation is in respect of hotel accommodations or other accommodations found in the general Agoda platform which is not a participating Agoda Homes accommodation.
- Agoda will, if it has determined in its sole discretion, that Referrer-Host and Referee have complied with and fulfilled the Agoda Host to Traveler Referral Program Terms, confirm that the Referrer-Host has earned the Referral Reward described in the invitation to participate in the Agoda Host to Traveler Referral Program.
- The Referrer-Host will automatically receive the Referral Reward in the form of AgodaCash credits in the user account setting for the purpose of the Host Referral Program within 6 weeks from confirmation by the booked accommodation to Agoda of the Referee's completed stay.
- The maximum Referral Rewards that can be earned per Referrer-Host is AgodaCash \$1500 USD (or its equivalent), unless indicated otherwise in the referral invitation or accompanying promotional materials.
- All AgodaCash issued under this program shall be subject to the [AgodaCash Rewards Program Terms and Conditions \(https://www.agoda.com/info/agoda_policies.html?asq=NkuUZZHhVDj%2fUalpdH0dTJwRwxc6mmrXcYNNM8IsQlbU%3d\)](https://www.agoda.com/info/agoda_policies.html?asq=NkuUZZHhVDj%2fUalpdH0dTJwRwxc6mmrXcYNNM8IsQlbU%3d).
- The validity of the AgodaCash issued to the Referrer-Host shall be in accordance with the accompanying emails or materials.
- The Referral Reward in whatever form cannot be transferred, exchanged for any cash or money or sold.
- The calculation of the Referral Reward is an automatic procedure based on the use of the Referral Links and the creation of Eligible Reservations through the Agoda platforms. Agoda reserves the right to vary the method and procedure of calculation of the Referral Reward at any time. Agoda also retains the right to, at its sole discretion, review compliance with the Agoda Host to Traveler Referral Program terms.
- Referral Rewards shall only be issued to the intended Referrer-Hosts who have been allotted specific Referral Links by Agoda.

REFERRAL LINKS

- The Agoda Host to Traveler Referral Program can only be used for personal, non-commercial purposes.

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- A Referee may only use one Referral Link. If a Referee receives Referral Links from multiple Referrer-Hosts, only the Referrer-Host associated with the Referral Link actually used by the Referee will receive the Referral Reward.
- The Referrer-Host shall not share or publish the Referral Links in violation of applicable anti-spam laws, and where there is no reasonable basis for believing that recipients are genuine travelers and appreciate the invitation stated through the Referral Link.
- Referral Links should not be published or distributed on commercial websites including coupon websites, Reddit, Wikipedia, or on blogs. Referrer- Hosts are prohibited from paying to advertise their Referral Links.
- The Referrer-Hosts shall indemnify and hold Agoda, its directors, officers, employees, shareholders, agents and successors harmless, from and against any claims that may arise from any unlawful forwarding or sharing of the Referral Link.

REFEREES

- Referees will also receive a credit in the form of a coupon in the amount and applicable validity period as indicated in the referral invitation or accompanying promotional materials that can be used on their next reservation on Agoda.
- The coupon may only be used once, and cannot be transferred, exchanged for any cash or money or sold.
- Each guest shall only be eligible for one coupon. Multiple coupons may not be earned by creating multiple Agoda accounts.
- Coupons issued to separate Agoda accounts may not be combined into one Agoda account.
- Each coupon may only be used on the Agoda platform in conjunction with a subsequent booking of a single eligible accommodation that meets the minimum total value (excluding taxes and/or charges) indicated in the referral invitation, accompanying promotional materials, Agoda website, or Agoda mobile application ("Subsequent Reservation").
- If the Referee's Subsequent Reservation qualifies for a refund, the maximum refund that the Referee may receive is the amount actually paid by the Referee on the same.

ANTI BRIBERY

By sharing the Referral Link, creating an Eligible Reservation and in order to be eligible for the Referral Reward or coupon, each Participant agrees and accepts the following anti-bribery terms: You are not a government official. "Government officials" include any government employee; candidate for public office; and any employee of (wholly or partly) government-owned or government-controlled companies, public international organizations and political parties (including any official or representative thereof). Government officials are not eligible for the Referral Reward or coupon. You shall immediately inform us if you are a government official. In respect of (or as an award for) the referral activities (including the solicitation of new users, accommodations and/or the promotion and marketing of Agoda) and the Referral Reward or coupon, you shall (i) not directly or indirectly (a) offer, promise or give to any third party (including any governmental official or political party's official, representative or candidate), or (b) seek, accept or get promised for yourself or for another party, any gift, payment, reward, consideration or benefit of any kind which would or could be construed as bribery or an illegal or corrupt practice, and (ii) comply with all applicable laws governing anti-bribery and corrupt gifts and practices.

MISCELLANEOUS

- The Participants will be responsible for any taxes or charges that may arise due to the earning, redemption or payout of the Referral Reward or coupons.
- Agoda retains the right to investigate the participation in the Agoda Host to Traveler Referral Program for any fraudulent activities and take any measures to end them. These measures may comprise, that Agoda at its own discretion cancels an Eligible Reservation. Referral Rewards or coupons earned through fraudulent activities or activities in violation of these Agoda Host to Traveler Referral Program terms will be null and void and repayment may be requested by Agoda.
- The original English version of these Agoda Host to Traveler Referral Program Terms may have been translated into other languages. The translated version of these Agoda Host to Traveler Referral Program Terms is a courtesy and office translation only and the Participants cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or in the event of a conflict, ambiguity, inconsistency or discrepancy between the English version and any other language version of these Agoda Host to Traveler Referral Program Terms, the English language version shall apply and prevail and be conclusive and binding. The English version shall be used in legal proceedings.
- If any provision of these terms is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and each Participant will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.
- To the extent permitted by law, these Agoda Host to Traveler Referral Program Terms shall be exclusively governed by and construed in accordance with the laws of the Singapore. Any disputes arising out or in connection with these terms shall exclusively be submitted to and dealt with by the competent court in Singapore.
- The Agoda Host to Traveler Referral Program is scheduled to end on 30 June 2019, but Agoda reserves the right to extend or terminate the program at any time, without prior notice.
- The Agoda Host to Traveler Referral Program is organized by Agoda Company Pte. Ltd.

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Disclaimer

1. Agoda makes every effort to ensure that any materials or rates displayed on this website are accurate as at the date of issue. Changes in market conditions or circumstances may occur after the issue date which may make information displayed on this website no longer accurate or no longer reflect the current position.
2. Agoda hereby expressly disclaims any representation, warranty or undertaking in relation to the accuracy, completeness, quality or adequacy of any contents of this website.
3. While Agoda makes every effort to work with hotels which provide an acceptable standard of service and accommodation for the price paid, we hereby expressly disclaim any representation, warranty or undertaking in relation to the quality or adequacy of any hotel listed on our website.

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4. In case of any discrepancies between the English language content/version of this website including its policies and a translated version, the English language version will prevail.

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